

4. A DENTAL PLAN ORGANIZATION; OR

5. ANY OTHER PERSON THAT PROVIDES HEALTH BENEFIT PLANS SUBJECT TO REGULATION BY THE STATE.

(II) "CARRIER" INCLUDES AN ENTITY THAT ARRANGES A PROVIDER PANEL FOR A CARRIER.

(3) "ENROLLEE" MEANS A PERSON ENTITLED TO HEALTH CARE BENEFITS FROM A CARRIER.

(4) "PROVIDER" MEANS A HEALTH CARE PRACTITIONER OR GROUP OF HEALTH CARE PRACTITIONERS LICENSED, CERTIFIED, OR OTHERWISE AUTHORIZED BY LAW TO PROVIDE HEALTH CARE SERVICES.

(5) (I) "PROVIDER PANEL" MEANS THE PROVIDERS THAT CONTRACT WITH A CARRIER TO PROVIDE HEALTH CARE SERVICES TO THE CARRIER'S ENROLLEES UNDER THE CARRIER'S HEALTH BENEFIT PLAN.

(II) "PROVIDER PANEL" DOES NOT INCLUDE AN ARRANGEMENT IN WHICH ANY PROVIDER MAY PARTICIPATE SOLELY BY CONTRACTING WITH THE CARRIER TO PROVIDE HEALTH CARE SERVICES AT A DISCOUNTED FEE-FOR-SERVICE RATE.

(B) ESTABLISHMENT OF PROCEDURES BY CARRIER.

A CARRIER THAT USES A PROVIDER PANEL SHALL ESTABLISH PROCEDURES TO:

(1) REVIEW APPLICATIONS FOR PARTICIPATION ON THE CARRIER'S PROVIDER PANEL IN ACCORDANCE WITH THIS SECTION;

(2) NOTIFY AN ENROLLEE OF:

(I) THE TERMINATION FROM THE CARRIER'S PROVIDER PANEL OF THE PRIMARY CARE PROVIDER THAT WAS FURNISHING HEALTH CARE SERVICES TO THE ENROLLEE; AND

(II) THE RIGHT OF THE ENROLLEE, ON REQUEST, TO CONTINUE TO RECEIVE HEALTH CARE SERVICES FROM THE ENROLLEE'S PRIMARY CARE PROVIDER FOR UP TO 90 DAYS AFTER THE DATE OF THE NOTICE OF TERMINATION OF THE ENROLLEE'S PRIMARY CARE PROVIDER FROM THE CARRIER'S PROVIDER PANEL, IF THE TERMINATION WAS FOR REASONS UNRELATED TO FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS;

(3) NOTIFY PRIMARY CARE PROVIDERS ON THE CARRIER'S PROVIDER PANEL OF THE TERMINATION OF A SPECIALTY REFERRAL SERVICES PROVIDER; AND

(4) NOTIFY A PROVIDER AT LEAST 90 DAYS BEFORE THE DATE OF THE TERMINATION OF THE PROVIDER FROM THE CARRIER'S PROVIDER PANEL, IF THE TERMINATION IS FOR REASONS UNRELATED TO FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS.